

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (herein the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between B & G Partners, LLC (herein “Developer”) for the land to be included in or affected by the project located at approximately 1751 West 3100 South , and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the “City”).

### RECITALS

**WHEREAS**, Developer owns approximately 0.49 acres of real property located within the City limits of West Valley City, Utah as described in Exhibit “A” (the “Property”), on which it proposes an assisted living facility, (herein the “Project”); and

**WHEREAS**, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Development Agreement; and

**WHEREAS**, Developer is willing to design and develop the Project in a manner that is in harmony with the objectives of the City’s master plan and long-range development objectives and which addresses the more specific development issues set forth in this Agreement and is willing to abide by the terms of this Agreement; and

**WHEREAS**, The City, acting pursuant to its authority under UTAH CODE ANNOTATED § 10-9-101, et seq., and its ordinances, resolutions, and regulations and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property.** The legal description of the Property contained within the Project boundaries is attached as Exhibit “A.” No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer’s vested rights to develop the Project as provided herein. This

Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit "B." The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

5. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

8. **Integration.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER: B & G Partners, LLC  
Attn: Gary Nielson  
295 Eagle Ridge Drive, North Salt Lake, UT 84054  
Phone: 801-936-1266  
E-mail: gcnielson@gmail.com

TO CITY: West Valley City  
Wayne Pyle, City Manager  
3600 Constitution Blvd.  
West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Law**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah.

11. **Court Costs**. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

**EXECUTED** as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WEST VALLEY CITY**

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM  
WVC Attorney's Office

By: \_\_\_\_\_

Date: \_\_\_\_\_

B & G Partners, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: Managing Member

STATE OF UTAH                    )  
  )ss.  
COUNTY OF SALT LAKE    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Managing Member** of **B & G Partners, LLC**, limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
Notary Public

## **Exhibit A**

Parcel #: 15-27-329-019

BEG 393.75 FT W & 36 FT S FR NE COR OF SW 1/4 SEC 27 T 1S, R 1W, SL MER,  
W 93 FT; S 228 FT; E 93 FT; N 228 FT TO BEG. 0.49 ACRES

## **Exhibit B**

### **Executive Summary**

1. The use of the property shall be limited to an assisted living facility. For the purposes of this agreement, an assisted living facility shall mean a facility for seniors “needing assistance with activities of daily living (ADLs) but wishing to live as independently as possible for as long as possible. Assisted living exists to bridge the gap between independent living and nursing homes. Residents in assisted living centers are not able to live by themselves but do not require constant care either. Assisted living facilities offer help with ADLs such as eating, bathing, dressing, laundry, housekeeping, and assistance with medications. Assisted living is not an alternative to a nursing home, but an intermediate level of long-term care appropriate for many seniors.”  
(Source: [www.assistedlivinginfo.com](http://www.assistedlivinginfo.com))
2. The architectural requirements of the multi-family design standards found in Sections 7-14-305, 7-14-307, 7-14-308, 7-14-309, 7-14-310, 7-14-311, and 7-14-312 of the Zoning Ordinance shall apply to the building.